

**VOLUNTARY CLEANUP CONTRACT
17-4883-NRP**

**IN THE MATTER OF
FORMER SINGER COMPANY SITE, ANDERSON COUNTY
and
ANDERSON COUNTY**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Anderson County, with respect to the Property located at 1428 Pearman Dairy Road, Anderson, South Carolina. The Property includes approximately 125.50 acres identified by Tax Map Serial Number(s) 095-14-02-002 (100.54 acres) and 095-15-01-001 (24.96 acres). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of August 28, 2017, and any amendments thereto, by Anderson County, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Anderson" means Anderson County.
- B. "Beneficiaries" means Anderson's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Anderson or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS 095-14-02-002 (100.54 acres)

Jimmie Y. Gettys

To 1961

Diehl Manufacturing Company

1961 to 1963

Singer Company

1963 to 1988

Ryobi Motor Products Corporation

1988 to 2000

One World Technologies, Inc.

2000 to present

TMS 095-15-01-001 (24.96 acres)

Constance S. and William B. Pickens

To 2016

Techtronic Industries of North America, Inc.

2016 to May 2017

One World Technologies, Inc.

May 2017 to present

- B. Property and Surrounding Areas: The Property is bounded generally by Whitehall Road followed by commercial and industrial property to the north; Pearman Dairy Road followed by commercial property to the west; Singer Road followed by commercial property to the east; and Camellia and Azalea Drive followed by residential property to the south.

The Property has been utilized for the manufacture of sewing machine components, power tools and floor care products from the early 1960s to 1996. From 1996 to present the manufacturing building has been used as office and warehouse space.

Regulatory History: Prior to One World Technology's (OWT) ownership contaminants in groundwater were identified on the Property (which at the time consisted of only the 100.54 acre parcel). The Singer Company, and then Ryobi Motor Products Corporation, worked with the Department from the late 1980s to 2000 to address the assessment and remediation of volatile organic compounds (VOCs) in the groundwater on the Property. From 2000 to 2017, OWT and the Department worked cooperatively without a signed contract to complete the investigation. In 2016, OWT purchased the additional 24.96 acre parcel of the Property, which is downgradient of an area of groundwater contamination, as an extra measure of protection. On September 7, 2017, OWT and the Department entered into responsible party voluntary cleanup contract 17-4883-NRP to address remaining contamination on the Property (included as Appendix B to this Contract).

Investigations and Reports: The Singer Company initiated a Site investigation in 1985. Subsequent investigations conducted between 1985 and 1999 were completed in an effort to determine the extent of the groundwater and soil impacts. Sources of contamination identified to date include two old landfill areas, a Tetrachloroethylene (PCE) groundwater contaminant plume area, and a former

Underground Storage Tank (UST) source area. Geophysics and trenching were completed in the landfill areas to try to identify targets for removal. No distinct removal targets were identified. The landfills are currently capped and have not operated since the late 1960's. The PCE groundwater contaminant plume appears to be associated with a former plating operations and a plating waste drain field. These operations were discontinued in the 1980's and a warehouse was constructed in this area in 1990. From the late 1950s to 1990, six USTs contained in two concrete vaults were operated in the area of the former boiler house. One vault contained two 5000-gallon and one 10,000 gallon tanks containing heating oil, and one 10,000-gallon xylene tank for use with painting operations. The second vault contained two 25,000-gallon tanks for fuel oil for boiler operations. The USTs were removed in 1990.

OWT and its predecessors have been implementing corrective measures at the Property since 1987. Groundwater extraction has occurred since the late 1980s with various upgrades through time including the installation of a groundwater extraction trench downgradient of Landfill 2 in 2006. In 2004 OWT submitted to the Department an engineering design document for the installation of a groundwater cutoff trench (trench). With Department approval, the trench was installed in 2006. Since operation of the trench began it has effectively captured groundwater contaminants from Landfill 2 and concentrations have steadily decreased. Freon is the primary contaminant remaining in the Landfill 2 area. Freon does not currently have an MCL. In 2016 OWT purchased the additional 24.96 acre parcel of the Property, which is downgradient of the cutoff trench, as an extra measure of protection.

Groundwater contaminant levels in the PCE plume area have dropped to near MCL levels. VOC concentrations in the PCE plume area dropped below MCL levels several years ago. With Department approval, extraction well EW-7 was shut down for approximately two years but was restarted in 2016 due to a slight

rebound of VOCs in the vicinity of EW-7.

Groundwater monitoring and remediation in the UST area began in the early 1990s. Since 2015, the monitoring and remediation activities were expanded and are being addressed by OWT in cooperation with the Department's UST Management Division. Actions since 2015 have included additional assessment of the extent of petroleum free product and contaminant levels in groundwater, installation of eight additional petroleum recovery wells, two 96 hour Aggressive Fluid and Vapor Recovery events (March and September 2017), and semi-annual monitoring. Groundwater remediation and monitoring are continuing until free product is removed and site specific target levels in groundwater are met.

Documents of findings submitted to the Department have included assessment reports dated April 1986, May 1988, May 1997, June 2000, April 2001, November 2002, August 2003, March 2011, September 2012, April 2013 and monitoring reports through 2016.

C. Applicant Identification: Anderson is a state of South Carolina local government with its principal place of business located at 100 South Main Street, Anderson, South Carolina 29624.

D. Proposed Redevelopment: Anderson will acquire the Property and intends to use it for office space for prospective companies to open sales offices to promote and sell their products and for some County operations.

CERTIFICATIONS

3. Anderson has certified upon application that: 1) Anderson is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup

Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. Anderson agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Anderson, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. The initial Work Plan shall address all items specified in the sub-paragraphs below with the exception of sub-paragraphs 4.C.2, 4.I and 4.K which shall be completed in accordance with Department approved plans when One World Technologies, Inc. (OWT) vacates the Property. A report of the initial assessment results shall be submitted by Anderson, or its designee in accordance with the schedule provided in the initial Work Plan. Anderson acknowledges that the assessment required by this Contract and ongoing assessment being conducted by OWT under VCC 17-4883-RP may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Anderson also acknowledges that additional assessment (the scope of which that shall be determined by the Department after completion of the initial assessment) shall be conducted at the time OWT vacates the Property to characterize environmental conditions at that time. Anderson agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Anderson may seek an amendment of this Contract to clarify its further responsibilities. Anderson shall perform all actions required by this Contract, and any related actions of Anderson's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Anderson shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-

- VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Anderson's consulting firm(s), analytical laboratories, and Anderson's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
- b). Anderson shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Anderson in writing of approvals or deficiencies in the Work Plan.
- 8). Anderson, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Anderson shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the

Department.

- 10). Anderson shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Anderson shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Anderson shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Anderson shall provide records identifying the extent of waste materials and type and thickness of cover present on Landfill 1 and Landfill 2, or shall otherwise characterize the extent and type and thickness of cover material on each landfill through soil borings, a geophysical survey, or other appropriate measures.
- 2). At the time when One World Technologies, Inc. vacates the Property, Anderson shall characterize for disposal any Waste Material and Segregated Sources that may remain on the Property or that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Anderson shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). Anderson shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Anderson shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Anderson shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Anderson shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Anderson, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Anderson shall collect and analyze a minimum of twelve (12) soil samples from eight (8) locations on the Property. Anderson shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
 - a). A presumed background location. Samples shall be analyzed for TAL metals.
 - b). Three (3) locations in the cleared area south and east of the parking lot located south of the building which appears to have been used as a storage area for a variety of materials and containers.
 - c). Anderson shall evaluate the contents and soil quality of the soil piles present on parcel 095-15-01-001 that were identified as recognized environmental conditions in a 2016 Phase I ESA (AECOM) and the Phase I ESA submitted in support of this Contract due to the unknown content and source of the soil piles. A minimum of four (4) composite soil samples shall be collected and analyzed for TAL metals and TCL VOCs and SVOCs.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one (1) surface and one (1) subsurface soil sample from one location within the storage area south of the building shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Anderson shall assess groundwater quality and flow direction across the

Property. Assessment shall include samples from a minimum of five (5) existing monitoring wells and four (4) monitoring wells to be installed with the screened interval across the water table. Specific locations shall be as follows:

- a). Two locations west and southwest of the facility building at locations presumed to be downgradient of potential offsite sources of groundwater contamination located on the west side of Pearman Dairy Road;
 - b). One location on the eastern side of the loading dock on the southern side of the middle warehouse;
 - c). One location on the southeastern side of the storage area for a variety of materials and containers south of the facility building;
 - d). Existing monitoring wells TW-4 and TW-9 located south of the former boiler room, and W-1A, W-7B, MW-11 located south of the facility building.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the groundwater sample from TW-9 shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
 - 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs.61-58(2011 & Supp. 2016), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Assess surface water and sediment quality:

- 1). Anderson shall collect and analyze four (4) sediment and four (4) water samples from water bodies on the Property. The samples shall be collected at the following locations:
 - a). Two surface water and two sediment samples shall be collected from the pond located west of Landfill 2;
 - b). One surface water and one sediment sample shall be collected from the SW-5 location in Bryson Creek (as identified in the Semi-Annual Groundwater Monitoring Reports prepared by AECOM for One World

Technologies, Inc.);

- c). One surface water and one sediment sample shall be collected from Bryson Creek/beaver pond near the southeastern border of the Property.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals, VOCs and SVOCs. The sediment samples collected from the pond shall also be analyzed for PCBs.
- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs.61-68 (2012, as amended), based on consumption of either “water and organisms” or “organisms only” as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

H. Evaluate and control potential impacts to indoor air:

- 1). Anderson shall evaluate potential impacts of vapor intrusion risk to indoor air based on documented contaminant concentrations in groundwater that may pose a threat to indoor air quality based on the EPA OSWER “Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air” dated June 2015 and supplemental EPA guidance (“Vapor Intrusion Technical Guide”).
- 2). Anderson shall conduct an initial evaluation of vapor intrusion risk that shall consist of collection and analysis of a minimum of seven (7) sub-slab soil gas samples at the locations identified below.
 - a). Two locations within the former boiler room;
 - b). One location in the northeastern portion of the central warehouse building;
 - c). Four locations in the easternmost warehouse building to include two locations in the northwestern portion and two locations in the southern portion.
- 3). Based on results of sub-slab soil gas sampling, additional evaluation that

may include, but may not be limited to, indoor air sampling, sub-slab/indoor differential pressure evaluation, and other factors that may affect vapor intrusion may be required. If required, indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.

- 4). Indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
- 5). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.
- 6). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on the Vapor Intrusion Technical Guide.
- 7). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Anderson shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Anderson shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.

- 8). The Department may allow Anderson to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.1 of this Contract.

I. Institute reasonable Contamination control measures:

- 1). At the time when One World Technologies, Inc. vacates the Property, Anderson shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination that may remain on the Property in accordance with applicable regulations based on characterization results.
 - a). Anderson shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b). Buried Waste Materials in Landfill1 and Landfill 2, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. Anderson shall propose plans for maintaining stabilization of the landfills. Anderson shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Anderson shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Anderson shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, Anderson shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - a). Corrective measures shall be required for Contamination present in any

media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:

- i. Groundwater
 - ii. Waste Materials present in Landfill 1 and Landfill 2
- b). Anderson may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Anderson shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from

the subsurface conditions.

- e). Upon completion of any corrective measures, Anderson shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Anderson shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). Anderson shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Anderson shall abandon the monitoring well(s) installed pursuant to this contract when the Department determines there are no further needs for the wells. The wells shall be abandoned in accordance with the Well Standards, 6 S.C. Code Ann. Regs.61-71 (2002& Supp. 2016).
- 4). Anderson shall take appropriate precautions to prevent any disturbance of

monitoring wells, groundwater extraction wells, and other structures associated with ongoing groundwater remediation and monitoring being conducted by OWT in accordance with VCC 17-4883-RP. In the event that such disturbance does occur, Anderson shall conduct the necessary repairs.

K. Complete required activities in the event of a Responsible Party default:

- 1). Ongoing Responsible Party activities under VCC 17-4883-RP may substantially satisfy the requirements in paragraph 4.D above. Therefore, it is agreed that response action completed by the Responsible Parties that meet the conditions of this Contract shall be deemed to satisfy the requirements on Anderson. The Department shall have sole discretion in determining the adequacy of the Responsible Party's response action towards completing the activities required by this Contract.
- 2). The Department will provide written notification to Anderson if more than one hundred eighty(180) consecutive days elapse without substantial progress, or the Department otherwise determines the Responsible Party's activities are inadequate.
- 3). Anderson shall respond in writing within thirty (30) days to the Department's notification with a workplan for completing the unfulfilled requirements of this Contract.
- 4). In the event that One World Technologies, Inc. does not satisfactorily complete response actions associated with VCC 17-4886-RP and the UST area, Anderson shall complete those response actions to the extent necessary to ensure that all petroleum free product is removed from the UST area, any remaining contamination will not have adverse effects on Anderson's use of the Property, and that the contamination does not extend beyond the Property.

HEALTH AND SAFETY PLAN

5. Anderson shall prepare and submit under separate cover from the Work Plan, a

Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Anderson agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Anderson.

PUBLIC PARTICIPATION

6. Anderson and the Department will encourage public participation to implement this Contract as follows:

A. The Department will provide notice, seek public comment, and initiate a thirty (30)day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Anderson.

B. Anderson shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

1). The sign(s) will state "Voluntary Cleanup Project by Anderson County under Voluntary Cleanup Contract 17-4883-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Anderson. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.

- 3). Anderson shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Anderson agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Anderson shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Anderson shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Anderson shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within thirty (30) days of the Department's execution of this Contract and at least semi-annually thereafter. The initial Work Plan may serve as the first update. Reports and supplemental work plans may serve as subsequent updates.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

- B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Anderson shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Anderson shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Anderson or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to prohibit the use of groundwater on the Property, to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use, and to maintain Department approved covers over Landfill 1 and Landfill 2. Additional restrictions will be required if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract or if otherwise required per Paragraphs 4.I.1.c. or 4.I.2.c of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil and for Resident Air (either measured or predicted based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance) as specified in the EPA RSLs, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to

Anderson. An authorized representative of Anderson or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. Anderson or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Anderson or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Anderson or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Anderson or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Anderson or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Anderson or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership

status. The procedure shall be reviewed and approved by the Department before it is implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Anderson acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Anderson or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if

acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Anderson shall be submitted to Anderson's designated contact person who as of the effective date of this Contract shall be:

W. Russell "Rusty" Burns, County Administrator
Anderson County
P.O. Box 8002
Anderson, South Carolina 29622-8002

FINANCIAL REIMBURSEMENT

11. Anderson or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary

Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Anderson on a quarterly basis. In recognition of Anderson's status as a local government entity, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to reinstate oversight billing upon thirty-day notice to Anderson; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

W. Russell "Rusty" Burns, County Administrator
Anderson County
P.O. Box 8002
Anderson, South Carolina 29622-8002

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. Anderson agrees the Department has an irrevocable right of access to the Property for environmental response matters after Anderson acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response

actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to Anderson or its Beneficiaries for the Property under this Contract as follows:

- A. Anderson or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Anderson or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Anderson or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Anderson or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Anderson or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Anderson shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Anderson, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Anderson or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. Anderson and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, Anderson or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or

entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Anderson or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Anderson, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before

termination, shall provide Anderson or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Anderson's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Anderson or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Anderson or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Anderson or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Anderson or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Anderson's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Anderson or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Anderson or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's

authority to require response action under any applicable state or federal law.

- D. Termination of this Contract by any party does not end the obligations of Anderson or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Anderson and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA §113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).
- B. Effective on the date the Certificate of Completion is issued by the Department.
 - 1). The Department's covenant not to sue Anderson and its Beneficiaries for

Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Anderson or its Beneficiaries.

- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Anderson or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Anderson and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Anderson or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Anderson and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Anderson and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY ANDERSON

19. Anderson retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Anderson and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Anderson and its Beneficiaries agree to undertake the requirements of this

Contract.

BURDEN OF PROOF

20. Anderson and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Anderson or its Beneficiaries. Anderson and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY ANDERSON AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Anderson and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

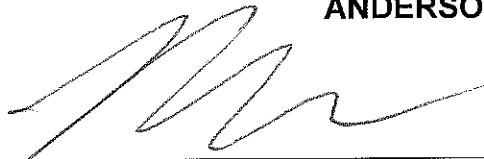
DATE:

Reviewed by Office of General Counsel

ANDERSON COUNTY

BY:

DATE:



11-17-2017

RUSTY BURNS, ANDERSON COUNTY ADMINISTRATOR
Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Anderson County

August 28, 2017



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name County of Anderson, South Carolina

4. Contract Signatures for this Applicant

a. Authorized Signatory

W. Russell "Rusty" Burns Administrator rburns@andersoncountysc.org
Name Title Email
Post Office Box 8002 864 260-4031
Address Phone1 Phone2
Anderson South Carolina 29622-8002
City State Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

100 South Main Street

Street address Suite Number
Anderson South Carolina 29624
City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box Phone1 Phone 2
City State Zip Email

SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in _____ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Name

_____	_____
_____	_____
_____	_____

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 1424/1428 Pearman Dairy Road, Anderson, South Carolina

b. County Anderson

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Centerville Township
(town/city)

10. List any Companies or Site names by which the Property is known

One World Technologies, Inc.

Techtronic Industries Power Equipment

RYOBI MOTOR PRODUCTS CORP

Singer Company

11. Total Size of Property Covered by this Contract 125.5 Acres

12. How many parcels comprise the Property? two

13. Current Zoning (general description)

Portions of the site are zoned industrial, commercial and residential.
(Source: <http://propertyviewer.andersoncountysc.org/mapsjs/>)

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

One aboveground storage tank (AST) is present on the property. It is 1500 gallons, and it is a split tank, with 1000 gallons of gasoline, and 500 gallons of 50:1 2 cycle mix of gasoline and oil. It will remain on the property.

According to the Technical Memorandum for One World Technologies Former UST Basins Area, dated December 17, 2015, six underground storage tanks (UST) were located on the property as follows: two 5,000 gallon tanks and one 10,000 gallon tank contained #2 heating oil; one 10,000 gallon tank contained xylene; and two 25,000 gallon tanks contained #6 fuel oil. These tanks have been abandoned/closed.

All of these tanks are/were located on TMS 95-14-02-002.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 95-14-02-002
b. Acreage 100.54 acres
c. Current Owner One World Technologies
d. Owner Mailing Address 1424/1428 Pearman Dr
Anderson, South Carolina
29625
e. Contact Person for Access Kent Coleman
f. Access Person's Phone # (864) 965-6241
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business 1981, Warehouse, Office and Research

a. Tax Map Parcel# 95-15-01-001
b. Acreage 24.96 acres
c. Current Owner One World Technologies
d. Owner Mailing Address No specific address - Site
Anderson, South Carolina
29625
e. Contact Person for Access Kent Coleman
f. Access Person's Phone # (864) 965-6241
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☒ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Anderson County intends to acquire this facility for use as an industrial recruiting tool and some County operations. As an industrial recruiting tool, we will use the office space for "soft landing" locations for prospective companies to open sales offices to promote and sell their products to the point that manufacturing will be a viable option.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 200
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ This facility will be

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 09 / 26 / 2017

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

Cardno, Inc.

Company

1812 Lincoln Street, Suite 301

Columbia

SC

29201

Address

City

State

Zip

Gail Rawls Jeter

803 929 6059

803 210 6080

Gail.Jeter@Cardno.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

David Sykes

803 929 6065

803 960 0090

David.Sykes@Cardno.com

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)
Leon Harmon
Firm
Anderson County Attorney 864-222-2123
Attorney Phone1 Phone 2
101 South Main Street Anderson South Carolina 29624 lharmon@andersonc
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☒ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Cardno, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: One World Technologies, Tectron

☐ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment

☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

APPENDIX A

Legal Description of the Property

County of Anderson

Tax Map Serial Number 95-14-02-002-000 and 95-15-01-001

ALL OF THAT CERTAIN LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF ANDERSON, SCHOOL DISTRICT #5, CONTAINING 100.54 ACRES, MORE OR LESS, AND BEING SHOWN AND DEPICTED ON A PLAT OF SAME PREPARED BY JAMES R FREELAND, RLS #4781, FREELAND-CLINKSCALES AND ASSOCIATES, INC., ENGINEERS AND LAND SURVEYORS, DATED JULY 12, 1988, SAID PLAT BEING OF RECORD IN THE OFFICE OF THE CLERK OF COURT FOR ANDERSON COUNTY, SOUTH CAROLINA, IN SLIDE 23 AT PAGES 3 AND 4, SAID PARCEL OF LAND HAVING THE METES, BOUNDS, COURSES AND DISTANCES AS APPEAR UPON SAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO AND MADE A PART HEREOF.

THIS BEING THE SAME PROPERTY CONVEYED UNTO RYOBI MOTOR PRODUCTS CORP. BY DEED FROM THE SINGER COMPANY DATED AUGUST 17, 1988, AND RECORDED AUGUST 17, 1988, IN THE OFFICE OF THE REGISTER OF DEEDS FOR ANDERSON COUNTY, SOUTH CAROLINA, IN DEED BOOK 712 AT PAGE 299.
TMS 95-14-02-000

And:

All that certain piece, parcel or tract of land situate, lying and being in Centerville Township, County of Anderson, State of South Carolina, containing 24.96 acres and being shown on a plat of same made by William G. Cavedo, PE, PLS No. 12235 dated March 22, 2017 recorded in the Office of the Register of Deeds for Anderson County, SC in Slide at page; reference is made to said survey for a more complete detailed course and distance description.

This is the same property conveyed to the Grantor herein by deed of William B. Pickens, Trustee of the William B. Pickens Revocable Trust restated December 11, 2009 and Harold A. Pickens, III, Robert C. Pickens and George D. Pickens, Co-Trustees of the Trust Agreement of Constance S. Pickens, dated February 21, 2003, said deed dated August 10, 2016 recorded August 11, 2016 in Book 12441 page 116, and Quit-Claim Deed from William B. Pickens, Individually and Harold A. Pickens, III, Robert C. Pickens and George D. Pickens, as Personal Representatives of Constance S. Pickens, deceased dated August 10, 2016 recorded August 11, 2016 in Book 12441 at page 109, records of Anderson County, SC.
TMS 95-15-01-001

Previous Owners – One World Technologies Properties

TMS 095-14-02-002 – 100.54 acres

One World Technologies, Inc. 2000 -
1428 Pearman Dairy Road
Anderson, South Carolina 29625

Ryobi Motor Products Corporation 1988 – 2000
225 Pumpkintown Highway, Pickens, South Carolina 29671

Singer Company 1963-1988
1714 Heil Quaker Boulevard #130,
La Vergne, Tennessee 37086

Diehl Manufacturing Company 1961-1963
Was acquired by Singer – no longer exists as an independent company

Jimmie Y. Gettys Prior to 1961
Cannot locate an address

TMS 095-15-01-001- 24.96 acres

One World Technologies, Inc. May 2017 -
1428 Pearman Dairy Road
Anderson, South Carolina 29625

Techtronic Industries of North America, Inc. 2016 – May 2017
303 International Circle
Suite 490
Hunt Valley, Maryland 21030

Constance S. and William B. Pickens Prior to 2016
Deceased

APPENDIX B

Voluntary Cleanup Contract 17-4883-RP

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SIGNATURE

David Wilkin

**VOLUNTARY CLEANUP CONTRACT
17-4883-RP**

**IN THE MATTER OF
FORMER SINGER COMPANY SITE, ANDERSON COUNTY
and
ONE WORLD TECHNOLOGIES, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and One World Technologies, Inc., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Former Singer Company Site ("Site"). The Former Singer Company property is located at 1428 Pearman Dairy Road, Anderson SC ("Property"). The Property includes approximately 125.50 acres and is bounded generally by Whitehall Road on the north; Pearman Dairy Road on the west; Singer Road on the east; and Camelia and Azalea Drive on the south. The Property is identified by the County of Anderson as Tax Map Serial Number 95-14-02-002-000 and 95-15-01-001. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "OWT" shall mean One World Technologies, Inc. OWT is a Delaware corporation authorized to do business in South Carolina with its principal place of business in South Carolina located at 1428 Pearman Dairy Road, Anderson, South Carolina.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous

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Substance.

- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of OWT.
- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential

David Weber

damage to public health, public welfare, or the environment.

- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. The owners and operators of the Property include the following:
 - i. Jimmie Y. Gettys - 1961
 - ii. Diehl Manufacturing Co. 1961-1963
 - iii. The Singer Company 1963-1988
 - iv. Ryobi Motor Products Corporation 1988-2000
 - v. One World Technologies, Inc. 2000-present
- B. The Site has been utilized for the manufacture of sewing machine components, power tools and floor care products from the early 1960s to 1996. From 1996 to present the building has been used as office and warehouse space.
- C. Prior to OWT's ownership certain substances were discovered in groundwater beneath the Site. The Singer Company and then Ryobi Motor Products Corporation worked with the Department from the late 1980s to 2000 to address the assessment and remediation of

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volatile organic compounds (VOCs) in the groundwater at the Site. Since 2000, OWT and the Department have worked cooperatively without a signed contract to complete the investigation. OWT has operated a groundwater extraction system since 2000 at the facility. In 2004 OWT submitted to the Department an engineering design document for the installation of a groundwater cutoff trench (trench). With Department approval, the trench was installed in 2006. Since operation of the trench began it has effectively captured groundwater contaminants from Landfill 2 and concentrations have steadily decreased. In 2016 OWT purchased an additional 24.96 acres of property downgradient of the cutoff trench as an extra measure of protection.

- D. Sources of contamination identified to date at the Site include two old landfill areas and a low level PCE plume area. A former Underground Storage Tank (UST) source area also exists on the Property. The UST area is not included in this Contract as it is being addressed by OWT in cooperation with the Department's UST Division. Considerable environmental investigations to date have not revealed sources other than the UST area, the PCE Plume area and two old landfills. The landfills are currently capped and have not operated since the late 1960's. Geophysics and trenching were completed in the landfill areas to try to identify targets for removal. No distinct removal targets were identified. To date groundwater contamination has not impacted surface water nor migrated beyond site boundaries. All known groundwater contaminant sources are currently being controlled by extraction wells and the trench. Groundwater concentrations are consistently trending downward. VOC concentrations in the PCE plume area dropped below MCL levels several years ago. With Department approval, extraction well EW-7 was shut down for approximately two years but was restarted in 2016 due to a slight rebound of VOCs in the vicinity of EW-7.

David Wilkin

- E. The Singer Company initiated a Site investigation in 1985. Subsequent investigations conducted between 1985 and 1999 were completed in an effort to determine the extent of the groundwater and soil impacts. Documents of findings submitted to the Department included assessment reports dated April 1986, May 1988, May 1997, June 2000, April 2001, November 2002, August 2003, March 2011, September 2012, April 2013 and monitoring reports through 2016.
- F. OWT and its predecessors have been implementing corrective measures at the site since 1987. Groundwater extraction has occurred since the late 1980s with various upgrades through time including the installation of the trench in 2006. OWT currently operates six extraction wells across the property, four in the landfill areas, one in the PCE plume area and one in the UST area. Groundwater contaminant levels in the PCE plume area have dropped to near MCL levels. Freon is the primary contaminant remaining in the landfill area. Freon does not currently have an MCL.
- G. As of April 1, 2017, the Department has incurred approximately twenty thousand two hundred ninety-eight dollars ninety-six cents (\$20,298.96) in Past Costs at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change, and/or update this Past Costs figure.

RESPONSE ACTIONS

- 3. OWT agrees to submit to the Department for review and written approval, the following reports and plans (hereafter "Plans") for the Site which are consistent with the technical intent of the National Contingency Plan. The Plans shall be implemented upon written approval from the Department. The Plans shall include the names, addresses, and telephone numbers of the consulting firm performing the work, the analytical laboratory retained by OWT and certified by the Department, and OWT's contact person for matters relating to this Contract. OWT will notify the Department in writing of changes

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David Wilkin

in the contractor or laboratory. The Department will review the Plans and will notify OWT in writing of any deficiencies in the Plans, and OWT will respond in writing to the Department's comments within thirty (30) days of OWT's receipt of the Department's notice of any deficiency. The Plans and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina.

- A. Within 60 days of execution of this Contract, submit to the Department a Data Summary Report. This report should confirm existing information regarding the nature and extent of chlorinated solvent and Freon contamination at the Site, and identify any potential data gaps. If data gaps are identified, and the Department determines that additional assessment is required, OWT shall submit a data gap evaluation work plan;
- B. Upon approval of the data gap evaluation work plan, OWT will conduct assessment as required by the work plan. Upon completion of the sampling OWT will submit a Data Gap Evaluation Report;
- C. Within 90 days of execution of this contract, submit to the Department a receptor survey and an Operation, Maintenance and Monitoring Plan (O&M) for continued operation of the groundwater extraction system and groundwater monitoring. The O&M plan should also determine COC concentration levels at which the groundwater extraction system can potentially be shut down;
- D. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and /or removal alternatives for addressing Contamination at the Site.

4. OWT shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from

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David W. W.

implementation of the Health and Safety Plan by OWT.

5. OWT shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by OWT pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, OWT shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Jan Trent
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
trentjc@dhec.sc.gov

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OWT: Kent Coleman
Environmental, Fire and Life Safety Manager
1428 Pearman Dairy Road
Anderson, SC 29625

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. OWT will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. OWT shall, within sixty (60) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of twenty thousand two hundred ninety-eight dollars ninety-six cents (\$20,298.96) to reimburse estimated past response cost incurred by the Department through April 1, 2017 ("Past Costs") relating to the Site. OWT's payment for Past Costs should be submitted to:

The Department: Linda Jackson
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, OWT shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide

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David W. White

documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

OWT: Kent Coleman
Environmental, Fire and Life Safety Manager
1428 Pearman Dairy Road
Anderson, SC 29625

All of OWT's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). OWT and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If OWT is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by OWT.

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David Wick

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after OWT has completed the actions required under this Contract, OWT shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of OWT and witnessed, signed, and sealed by a notary public. OWT shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Anderson County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require OWT or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. OWT or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, OWT, its signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, OWT may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. §

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44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of this Contract, and shall commence upon publication of the notice of this proposed Contract in the *South Carolina State Register*.

13. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor and assign.

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against OWT for any matters not expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, OWT shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that OWT has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give OWT a Certificate of Completion that provides a covenant not to sue to OWT, its signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent

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David Wilkin

upon the Department's determination that OWT successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, OWT, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. OWT and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should OWT elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by OWT, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in OWT's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property

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that are inconsistent with the terms and conditions of this Contract;

or

- G. Failure by OWT to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of this Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of this Contract by OWT or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

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SIGNATURE

David Wilkin

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: Daphne G. Neel
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

DATE:

9/7/17

Clair H. R.

Reviewed by Office of General Counsel

DATE:

8/30/17

ONE WORLD TECHNOLOGIES, INC.

Bette Ann Braeutigam
Signature

DATE:

7-10-17

Bette Ann Braeutigam, Treasurer
Printed Name and Title

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AND CORRECT COPY

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APPENDIX A

Legal Description of the Property

County of Anderson

Tax Map Serial Number 95-14-02-002-000 and 95-15-01-001

ALL OF THAT CERTAIN LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF ANDERSON, SCHOOL DISTRICT #5, CONTAINING 100.54 ACRES, MORE OR LESS, AND BEING SHOWN AND DEPICTED ON A PLAT OF SAME PREPARED BY JAMES R. FREELAND, RLS #4781, FREELAND-CLINKSCALES AND ASSOCIATES, INC., ENGINEERS AND LAND SURVEYORS, DATED JULY 12, 1988, SAID PLAT BEING OF RECORD IN THE OFFICE OF THE CLERK OF COURT FOR ANDERSON COUNTY, SOUTH CAROLINA, IN SLIDE 23 AT PAGES 3 AND 4, SAID PARCEL OF LAND HAVING THE METES, BOUNDS, COURSES AND DISTANCES AS APPEAR UPON SAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO AND MADE A PART HEREOF.

THIS BEING THE SAME PROPERTY CONVEYED UNTO RYOBI MOTOR PRODUCTS CORP. BY DEED FROM THE SINGER COMPANY DATED AUGUST 17, 1988, AND RECORDED AUGUST 17, 1988, IN THE OFFICE OF THE REGISTER OF DEEDS FOR ANDERSON COUNTY, SOUTH CAROLINA, IN DEED BOOK 712 AT PAGE 299.
TMS 95-14-02-000

And:

All that certain piece, parcel or tract of land situate, lying and being in Centerville Township, County of Anderson, State of South Carolina, containing 24.96 acres and being shown on a plat of same made by William G. Cavedo, PE, PLS No. 12235 dated March 22, 2017 recorded in the Office of the Register of Deeds for Anderson County, SC in Slide _____ at page; _____ reference is made to said survey for a more complete detailed course and distance description.

This is the same property conveyed to the Grantor herein by deed of William B. Pickens, Trustee of the William B. Pickens Revocable Trust restated December 11, 2009 and Harold A. Pickens, III, Robert C. Pickens and George D. Pickens, Co-Trustees of the Trust Agreement of Constance S. Pickens, dated February 21, 2003, said deed dated August 10, 2016 recorded August 11, 2016 in Book 12441 page 116, and Quit-Claim Deed from William B. Pickens, Individually and Harold A. Pickens, III, Robert C. Pickens and George D. Pickens, as Personal Representatives of Constance S. Pickens, deceased dated August 10, 2016 recorded August 11, 2016 in Book 12441 at page 109, records of Anderson County, SC.
TMS 95-15-01-001